

Minnesota Housing Mortgage Loans Step Up Program Procedural Manual

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Table of Contents

intro	duction	$\dots 1$
Missia	on Statement	1
	ground	
_	dural Manual	
	Up Program	
-	hly Payment Loan Program	
		_
Chan	ter 1- Lender Responsibilities and Warranties	2
1.01	Procedural Manual	
1.01	Evidence of Misconduct Referred to Attorney General	
1.02	Disclosure and Use of Social Security Number/Minnesota Tax Identification Number	
1.03	Unauthorized Compensation	
1.04	Minnesota Housing Due Diligence Audit Guidelines and Requirements	
1.05	Termination of Lender Participation	
1.07	Covenants	
1.08	Lender Compensation	
1.08	Annual Renewal Requirements and Fees	
1.05	, umadi nenewai negairemento ana reco	
Chan	ter 2 - Borrower Eligibility	6
•	Borrower	
2.01		
2.02	Borrower Age	
2.03	Co-Signers	
2.04	Unauthorized Compensation	
2.05	Principal Residence/Occupancy Requirement	
2.06	Credit Score and Debt-to-Income (DTI) Ratios	
2.07 2.08	Step Up Loan Program Eligibility Income Loans to Employees and Affiliated Parties	
2.00	Louis to Employees und Affinated Furties	/
Chan	ter 3 - Property Eligibility	8
3.01	Eligible Properties	
3.02	Ineligible Properties	
3.02	Loan and Purchase Price Limits	
3.04	New Construction Requirements	
3.04	Ten construction negatients	
Chan	ter 4 – Loan Eligibility	9
4.01	Eligible Loans	
4.01 4.02	Interest Rate/Amortization Requirements	
4.02 4.03	Mortgage Term	
4.03 4.04	Private Mortgage Insurance Coverage Requirements	
4.04	Private Mortgage Insurance Companies – Minimum Requirements	
4.05	Settlement/Closing Costs	
4.00	Gifts	
4.07	Non-Minnesota Housing Junior Liens/Community Seconds	
4.00	Non-Complying Logns	10

Chapt	ter 5 – Downpayment and Closing Cost Loans	12
5.01	Monthly Payment Loan Requirements	
5.02	Monthly Payment Loan Borrower Eligibility	
5.03	Monthly Payment Loan Lender Warranties	13
5.04	Subordination Policy	13
Chapt	ter 6 – Commitment/Disbursement	14
Chapt	ter 7 – Documentation Requirements	15
7.01	Loan Processing and Closing	15
7.02	Minnesota Housing Documentation/Delivery Requirements	15
7.03	Records Retention	16
Chapt	ter 8 – Servicing	17
8.01	Servicing	
8.02	Lender Servicing Responsibilities	
8.03	Hardship Policy	17
Appe	ndix A: Definitions	18
Appe	ndix B: Forms List	19

Introduction

Mission Statement

Minnesota Housing finances affordable housing for low- and moderate-income households while fostering strong communities.

Background

The Minnesota Housing Finance Agency ("Minnesota Housing") was created in 1971 by the Minnesota Legislature.

Minnesota Housing operates its Secondary Market Program, which includes the Step Up Program (Step Up) with a mortgage-backed securities (MBS) delivery model. Under this model, the Master Servicer purchases closed loans originated by private lenders under prescribed program requirements.

Minnesota Housing also provides financial assistance to potential Borrowers who need downpayment and closing cost loans to make homeownership possible with the Monthly Payment Loan.

Procedural Manual

This Procedural Manual sets forth for lenders the terms and conditions under which the Master Servicer will purchase mortgages under Minnesota Housing's Step Up Program and Monthly Payment Loan option. Step Up is not subject to tax-exempt bond regulations and, therefore, is not restricted to first-time homebuyers.

Step Up Program

Step Up offers low-interest home mortgage and refinance loans throughout Minnesota to low-and moderate-income borrowers through local participating lenders.

Monthly Payment Loan Program

The amortizing Monthly Payment Loan provides a loan with an interest rate equal to the first mortgage to assist borrowers with downpayment and/or closing costs. See Chapter 5 for Monthly Payment guidelines. The Monthly Payment Loan is the only Minnesota Housing downpayment option available with Step Up.

Chapter 1- Lender Responsibilities and Warranties

1.01 Procedural Manual

This Procedural Manual, including subsequent changes and additions, is a supplement to the Participation Agreement for Minnesota Housing Single Family Mortgage Backed Securities Programs, as amended or supplemented (hereinafter referred to as the Participation Agreement) for Minnesota Housing mortgage programs executed between the Lender, the Master Servicer and Minnesota Housing. It is incorporated into such Participation Agreement by reference and is a part thereof as fully as if set forth in such Participation Agreement at length.

Minnesota Housing reserves the right to:

- Change the program interest rate or rates at any time at its sole discretion;
- Change its commitment policy at any time;
- Alter or waive any of the requirements herein;
- Impose other or additional requirements;
- Rescind or amend any or all materials effective as of the date of issue unless otherwise stated; and
- Grant waivers, alterations or make revisions at its sole discretion.

1.02 Evidence of Misconduct Referred to Attorney General

- Minnesota Housing will refer any evidence of fraud, misrepresentation, or other misconduct in connection with the operation of these programs to the Minnesota Attorney General's office for appropriate legal action.
- If, after a loan is made, a Lender discovers any material misstatements or misuse of the proceeds of the loan by the Borrower or others, the Lender shall promptly report such discovery to Minnesota Housing and the Master Servicer.

Minnesota Housing, or the Master Servicer, or both, may exercise all remedies available to them under the Participation Agreement or otherwise, both legal and equitable, to recover funds from the Lender and/or the Borrower. This includes repayment of loan funds, together with all applicable administrative costs and other fees or commissions received by the Lender in connection with the loan and reimbursement of all attorney fees, legal expenses, court costs or other expenses incurred by Minnesota Housing in connection with the loan or recovery thereof.

1.03 Disclosure and Use of Social Security Number/Minnesota Tax Identification Number

The Minnesota Revenue Recapture Act (Minnesota Statutes, Sections 270A.01 to 270A.12, as amended) allows the disclosure of the Borrower's Social Security Number or Minnesota Tax

Identification Number to the Minnesota Department of Revenue. This could result in the application of state tax refunds to the payment of any delinquent indebtedness of the Borrower to Minnesota Housing.

1.04 Unauthorized Compensation

Lender may receive fees approved in this Procedural Manual. However, Lender shall not receive or demand from realtor/builder/property seller/Borrower:

- Kickbacks;
- Commissions; or
- Other compensation.

1.05 Minnesota Housing Due Diligence Audit Guidelines and Requirements

The Lender is required to keep on file a complete copy of documents for each loan originated for purchase by the Master Servicer. A loan file may be requested to be forwarded to Minnesota Housing for review. Loan audits will include, but are not limited to, a minimum of 10% of all loans purchased by the Master Servicer.

Audited loans are reviewed for:

- Minnesota Housing program/policy compliance;
- Fraud or misrepresentation on the part of any party involved in the transaction; and
- Trends and/or other indicators that may have an impact on the success of the Borrower and programs.

1.06 Termination of Lender Participation

Minnesota Housing may terminate the participation of any Lender under the programs at any time and may preclude Lender's future eligibility for reasons including, but not limited to, nonconformance with:

- This Procedural Manual;
- The Participation Agreement;
- The Master Servicer's Lender Guide;
- The Federal Fair Housing Law and/or the Equal Credit Opportunity Act;
- Any federal or state laws or acts that protect the Borrower's rights with regard to obtaining financing for homeownership; and
- Other applicable state and federal laws, rules and regulations.

Upon termination of a Lender's contract the Master Servicer will continue to purchase eligible loans for which a commitment has been issued, until the commitment expiration date.

- Minnesota Housing will not refund participation fees to the Lender.
- Minnesota Housing may, at its option, impose remedies other than termination of the contract for Lender nonperformance.
- Lender may request reinstatement into Minnesota Housing programs. The decision to reinstate a Lender shall be at Minnesota Housing's and/or the Master Servicer's sole discretion.

1.07 Covenants

The Lender agrees to comply with all applicable federal, state, and local laws, ordinances, regulations and orders, including but not limited to the following as then in effect (and any applicable rules, regulations and orders thereunder):

- Title VI of the Civil Rights Act of 1964;
- Title VII of the Civil Rights Act of 1968, as amended by the Housing and Community Development Act of 1974;
- Section 527 of the National Housing Act;
- Equal Credit Opportunity Act;
- Fair Credit Reporting Act;
- Executive Order 11063, Equal Opportunity in Housing, issued by the President of the United States on 11/20/62;
- Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968);
- Minnesota Human Rights Act Minnesota Statutes Chapter 363A;
- Data Privacy Minnesota Statutes Chapter 13 and Section 462A.065;
- Minnesota S.A.F.E. Mortgage Licensing Act of 2010 Minnesota Statutes Chapters 58 and 58A;
- Americans with Disabilities Act;
- Fair and Accurate Credit Transactions Act;
- National Flood Insurance Act;
- Truth In Lending Act;
- Home Mortgage Disclosure Act
- Anti Predatory Lending Act;
- USA Patriot Act;
- Bank Secrecy Act;
- Anti-Money Laundering and Office of Foreign Assets Control Policy;

- Internal Revenue Code of 1986, Section 6050H; and
- Real Estate Settlement Procedures Act of 1974.

In addition to the above-listed covenants, the Lender will have examined:

- The person who confirms on the HDS SF Web Application the Lender Representations and Warranties on behalf of the Lender has the authority to legally bind the Lender and is fully conversant with:
 - The Master Servicer's requirements;
 - Minnesota Housing program requirements;
 - o The underlying loan product and insurer/guarantor requirements; and
- The lender is in compliance with all terms, conditions and requirements of:
 - The Participation Agreement;
 - o This Procedural Manual; and
 - The Master Servicer's Lender Guide unless those terms, conditions and requirements have been specifically waived by Minnesota Housing or the Master Servicer, as applicable, in writing.

1.08 Lender Compensation

Lender is compensated for each loan purchased by the Master Servicer as follows:

- Origination fee collected from the Borrower in accordance with RESPA; and
- Service release premium paid by the Master Servicer in an amount established by Minnesota Housing and posted on the Minnesota Housing website.

1.09 Annual Renewal Requirements and Fees

- All Lenders must meet the minimum loan volume requirements as specified by Minnesota Housing or by the Master Servicer, whichever is greater.
- Lenders must be approved by both Minnesota Housing and the Master Servicer to originate Minnesota Housing loans.

Chapter 2 - Borrower Eligibility

2.01 Borrower

One individual or multiple individuals are eligible to be a Borrower only if such individual or individuals meet the requirements of this Procedural Manual.

2.02 Borrower Age

Borrower(s) must be 18 years of age or older or have been declared emancipated by a court having jurisdiction.

2.03 Co-Signers

Co-signers are permitted on Step Up loans. Co-signers sign the Step Up loan note and the downpayment assistance loan note, if applicable. Co-signers are not vested in title to the property and may, or may not, reside in the subject property. See Section 2.07

2.04 Unauthorized Compensation

Borrower(s) shall not receive kickbacks, rebates, discounts, and/or compensation from any subcontractor, realtor or property seller.

2.05 Principal Residence/Occupancy Requirement

Borrower(s) must intend to occupy the financed dwelling as a Principal Residence.

2.06 Credit Score and Debt-to-Income (DTI) Ratios

Generally, under the Step Up Loan Program, a credit score of at least 640 is required. However, if a borrower obtains an HFA Preferred loan with a loan-to-value (LTV) ratio greater than 95% and less than or equal to 97%, or an HFA Preferred Risk Sharing™ loan, the borrower must have a credit score of at least 680. In addition, the following criteria apply:

- If the credit report reflects three credit scores for the Borrower(s), use the middle score to determine Borrower eligibility. If the credit report reflects only two scores for the Borrower(s), use the lower of the two scores to determine Borrower eligibility.
- If the Borrower(s) have a credit score greater than or equal to 640 and less than 660, the DTI may not exceed 45% or the maximum DTI permitted by the underlying mortgage product, whichever is lower.
- If the Borrower(s) have a credit score of 660 or higher, the maximum DTI may not exceed 50% or the maximum DTI permitted by the underlying mortgage product, whichever is lower.
- If there are multiple Borrowers in a transaction and all have credit scores, the score from the Borrower with the lowest credit score will determine the maximum DTI.

- If no Borrower(s) have credit scores, alternative credit suggesting a prudent underwriting risk must be developed; and the maximum DTI is 45% or the maximum DTI permitted by the underlying mortgage product, whichever is lower.
- If one Borrower has a credit score of at least 640 but the other Borrower(s) do not have a credit score, the question of whether alternative credit must be developed for the Borrower(s) without a score is deferred to the underlying loan product guidelines and the maximum DTI is 45% or the maximum DTI permitted by the underlying mortgage product, whichever is lower.

2.07 Step Up Loan Program Eligibility Income

The income used to qualify the Borrower may not exceed the Step Up program <u>income limits</u> posted on Minnesota Housing's website. Income is defined by and calculated according to credit underwriting guidelines for the underlying loan program (FHA, Fannie Mae, RD or VA). The lender should compare income specified on the final mortgage loan application to the program income limits to determine whether Borrower(s) income is at or below program income limits. A copy of the underwriter's loan approval reflecting final income figures must be included in the loan file.

The Minnesota Housing maximum Program Eligibility Income cannot exceed the amounts listed on Minnesota Housing's website.

Minnesota Housing permits the subordination of a Homeownership Assistance Fund (HAF) Loan, a Deferred Payment Loan (DPL) or a Monthly Payment Loan (MPL) only in cases where the Minnesota Mortgage Program (MMP) Loan or Start Up Loan with which it is linked, is being refinanced to a Step Up Loan. HOME HELP and ECHO loans may be subordinated to Step Up refinance or other mortgage product by requesting approval from AmeriNational.

2.08 Loans to Employees and Affiliated Parties

Lender may make Minnesota Housing loans to their directors, officers, employees and/or their families as well as to builders, realtors and/or their families, and any other principal with whom the Lender does business. Minnesota Housing employees and/or their families are also eligible. The Borrower must meet all eligibility criteria for the program.

Chapter 3 - Property Eligibility

3.01 Eligible Properties

Properties eligible for a loan under Step Up must be located in the State of Minnesota and may include any of the following housing types:

- A single-family detached residence;
- A unit within an eligible Planned Unit Development ("PUD");
- An eligible unit of a condominium; and
- A duplex.

3.02 Ineligible Properties

Newly constructed properties with private septic systems located within the following counties are not eligible for purchase under Step Up: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington and Wright.

3.03 Loan and Purchase Price Limits

The maximum purchase price for purchase transactions and the maximum loan amount for refinance transactions may not exceed the house price limits posted on Minnesota Housing's website.

3.04 New Construction Requirements

Newly constructed properties must meet the following requirements:

- A property located within Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington and Wright counties must be serviced by a regional waste water treatment center or by a treatment system owned and operated by a local unit of government;
- The land must be zoned for residential housing;
- The land must not have been annexed within the previous calendar year;
- A Certificate of Occupancy must be issued for the property prior to loan closing; and
- The Borrower may not act as the General Contractor.

Chapter 4 - Loan Eligibility

4.01 Eligible Loans

The Master Servicer purchases closed loans from Lenders under contract in Minnesota Housing's Mortgage Loan Programs. The Lender must warrant that the following criteria have been met for each loan submitted for purchase.

Minnesota Housing will purchase loans originated pursuant to industry standard guidelines under the Step Up program as follows:

- Purchase transactions; and
- Refinance transactions
 - No cash out; and
 - Limited cash out.

Eligible loan products include:

- Conventional Fannie Mae HFA Preferred™;
- Conventional Fannie Mae HFA Preferred Risk Sharing™:
 - originated by participating lenders that have fully executed the HFA Preferred Risk Sharing™ Supplement to the Participation Agreement;
- Federal Housing Administration (FHA);
 - FHA Streamlined Refinance as follows:
 - Limited to Borrowers with loans currently serviced by US Bank;
 - FHA 203(k) Streamlined;
- Veterans Administration (VA); and
- Rural Development (RD).

Loans purchased by Minnesota Housing must satisfy the following criteria:

- All local, state and federal laws and regulations including those relating to affirmative action, fair housing, equal opportunity, truth-in-lending and wrongful discrimination in residential housing have been met;
- The loan must be originated and closed in, or assigned to, the name of the Lender that is a party to the Participation Agreement and that has gained an Individual Commitment of funds from Minnesota Housing via the HDS SF Web Application.

4.02 Interest Rate/Amortization Requirements

Minnesota Housing requires that all loans:

- Have a fixed interest rate;
- Be fully amortizing over the term of the loan; and
- Be payable on the first of each month in level monthly installments that include at least principal and interest.

4.03 Mortgage Term

Loans must have a 15-year or 30-year term.

4.04 Private Mortgage Insurance Coverage Requirements

- All loans requiring private mortgage insurance must have coverage at the levels prescribed by the underlying mortgage product guidelines.
- Loans originated pursuant to the Fannie Mae HFA Preferred Risk Sharing[™] product with a loan-to-value ratio in excess of 80% are not required to have private mortgage insurance coverage.

4.05 Private Mortgage Insurance Companies – Minimum Requirements

Minimum requirements for private mortgage insurance companies must meet underlying loan product guidelines.

4.06 Settlement/Closing Costs

Settlement/closing costs, fees or charges the Lender collects from any party in connection with any loan must:

- Comply with Minnesota law;
- Meet all requirements of the insurer/guarantor; and
- Not exceed an amount deemed usual or reasonable for the type of transaction being closed (e.g. FHA, VA, Conventional).

4.07 Gifts

All gifts received by Borrower(s) for a Minnesota Housing loan must satisfy the requirements of the applicable underlying first mortgage loan product and the insurer/guarantor.

4.08 Non-Minnesota Housing Junior Liens/Community Seconds

All junior liens/community seconds (including resale restrictions) used in conjunction with a Minnesota Housing loan must comply with the following:

All requirements of the applicable first mortgage loan product and insurer/guarantor;

- The Monthly Payment Loan must take prior position (2nd position) if combined with a junior lien;
- Junior liens do not reduce loan or purchase price limits;
- A Borrower may receive cash back at closing from junior lien proceeds only when the cash back represents a refund of the Borrower's own investment as allowed by the first mortgage product; and
- Minnesota Housing requires full disclosure of any and all junior liens.

4.09 Non-Complying Loans

Minnesota Housing and/or the Master Servicer shall have the right to take one or more of the following actions in the event a Lender submits a mortgage loan that does not, as determined by Minnesota Housing or the Master Servicer, comply with the requirements of this Procedural Manual:

- Adjust the purchase price of the non-complying loan;
- If not already purchased, refuse to purchase the loan;
- If already purchased, require the Lender to repurchase the loan for the purchase price;
- Terminate, suspend, or otherwise limit the Lender's Participation Agreement with Minnesota Housing and/or the Master Servicer; and
- Preclude the Lender from future participation in Minnesota Housing programs.

Chapter 5 – Downpayment and Closing Cost Loans

The Minnesota Housing downpayment and closing cost loan option available with Step Up is the Monthly Payment Loan.

5.01 Monthly Payment Loan Requirements

The Monthly Payment Loan which provides assistance to pay for eligible expenses, including downpayment and customary buyer closing costs, is the only Minnesota Housing downpayment and closing cost option available with Step Up. Monthly Payment Loans:

- Are available only in conjunction with a Minnesota Housing first mortgage loan, however, they are not available with the premium service release premium (SRP) option;
- Are available in increments of \$100 up to the greater of 5% of the purchase price (rounded up to the nearest \$100), or \$5,000 for Step Up purchase;
- Are available in increments of \$100 up to the great of 5% of the loan amount (rounded up to the nearest \$100), or \$5,000 for Step Up refinance;
- Are available in increments of \$100 up to the greater of 5% of the purchase price plus the
 cost of repairs (rounded up to the nearest \$100), or \$5,000 for FHA 203K Streamlined
 Purchases;
- Must occupy second lien position when combined with a non-Minnesota Housing Community Second Mortgage;
- Have an interest rate equal to that of the first mortgage;
- Are fully amortizing and are payable in level monthly payments over a 10-year loan term;
- Are due on the first of each month, beginning with the due date of the initial monthly payment for the first mortgage; and
- Must be paid in full upon:
 - Sale of the property;
 - Transfer of title to the property;
 - Payment in full of the first mortgage at maturity; or
 - The first mortgage is declared due and payable whether through default or other event; and
- May not be assumed.

5.02 Monthly Payment Loan Borrower Eligibility

Borrowers must satisfy all Step Up eligibility requirements as well as the following additional requirements for the Monthly Payment Loan.

Income Limits. The Step Up income limits apply to the Monthly Payment Loan Borrowers. See Section 2.06 pertaining to income limits for existing Minnesota Housing borrowers with entry-cost assistance loans refinancing into Step Up.

Cash Investment. A minimum cash investment of the lesser of 1% of the purchase price or \$1,000, including prepaids, is required only for purchase loans. The cash investment must come from the Borrower's assets and may not be a gift, grant, loan or sweat equity contribution.

Asset Limit. Monthly Payment Loans have no asset limit.

Cash to the Borrower at Closing

Borrowers may receive cash back at closing only when all of the following criteria apply:

- The cash to the borrower at closing represents a refund of dollars paid outside of closing and is reflected on the HUD-1 Settlement Statement;
- The cash to the Borrower at closing does not compromise the Borrower's minimum cash investment requirement and,
- The underlying first mortgage product and the insurer/guarantor allow the refund.

5.03 Monthly Payment Loan Lender Warranties

In addition to the warranties stated in Section 1.07, the Lender warrants the following:

- Borrower's cash investment is paid from Borrower's own funds; and
- Funds received by Borrower are being applied to the transaction and verified through the HUD-1 Settlement Statement.

5.04 Subordination Policy

Minnesota Housing permits the subordination of a Homeownership Assistance Fund (HAF) Loan, a Deferred Payment Loan (DPL) or a Monthly Payment Loan (MPL) only in cases where the Minnesota Mortgage Program (MMP) Loan or Start Up Loan with which it is linked, is being refinanced to a Step Up Loan.

Chapter 6 – Commitment/Disbursement

See Minnesota Housing's website for Commitment Periods and terms.

Chapter 7 – Documentation Requirements

7.01 Loan Processing and Closing

All loans submitted to Minnesota Housing for approval must meet the following requirements:

- Loans must be closed and disbursed prior to requesting Minnesota Housing loan Funding Approval via the HDS SF Web Application.
- Lender must follow all mortgage industry regulatory and compliance provisions throughout the processing of the loan.
- All loan documents must be industry standard and meet the requirements of the Master Servicer, the underlying loan product and the insurer/guarantor, as applicable.
- All loan documents must be complete, accurate and reviewed by the Lender at the various and appropriate stages of the loan.
- For loans underwritten utilizing industry standard automated underwriting systems,
 Minnesota Housing requires full documentation when verifying income and assets to confirm Minnesota Housing eligibility.
- Minnesota Housing or industry-standard forms may not be altered in any way other than to add a company name and logo.
- The loan must be originated and closed in, or assigned to, the name of the Lender that is a party to the Participation Agreement and that has received an Individual Commitment of Funds from Minnesota Housing.
- All first mortgage assignments must run directly from the Lender to the Master Servicer.
- All second mortgage assignments must run directly from the Lender to the Minnesota Housing Finance Agency.
- Lender must submit final documents to the Master Servicer within 120 days of Master Servicer's loan purchase.

7.02 Minnesota Housing Documentation/Delivery Requirements

- The Master Servicer provides the Delivery Checklist form detailing specific documentation/delivery requirements. Lender must fully execute and deliver documents within designated timeframes.
- Lender has reviewed any and all contracts in connection with the residence sale transaction to ensure total compliance with this Procedural Manual.
- Documentation not delivered to the Master Servicer within the specified time frames, may result, at Minnesota Housing's or the Master Servicer's discretion, in the Lender being required to repurchase the loan, or any other remedy as identified in this Procedural Manual.

Minnesota Housing and/or the Master Servicer at its sole discretion, may extend the timeframes identified in the Delivery Checklist.

7.03 Records Retention

Lender must retain any and all compliance documents (including compliance with Minnesota Housing program guidelines) as required by US Bank or industry standard.

Chapter 8 – Servicing

8.01 Servicing

Minnesota Housing may, at its discretion, subject to any contractual provisions between Minnesota Housing and the Master Servicer, change the Master Servicer.

8.02 Lender Servicing Responsibilities

Notwithstanding anything to the contrary contained in the Participation Agreement, during the period from loan closing to Master Servicer purchase the Lender must collect and apply all Borrower loan payments for both the Step Up Loan and the Monthly Payment Loan, if applicable. Loan payments collected must include:

- Step Up loan monthly principal and interest;
- Monthly Payment Loan monthly principal and interest, if applicable;
- 1/12th of annual property tax;
- Mortgage insurance, if applicable;
- Flood insurance, if applicable;
- Hazard insurance (escrows); and
- Assessments, if applicable.

In addition the Lender must complete the following servicing activities for both the Step Up Loan and, if applicable, the Monthly Payment Loan:

- Maintain payment history indicating:
 - Breakdown of principal, interest and escrows;
 - Any principal repayments;
 - o Remaining principal balance of loan; and
 - Collection of any past due payments.

8.03 Hardship Policy

Minnesota Housing has in place a hardship policy for its Monthly Payment Loan that allows forgiveness either in part or whole if the Borrower is experiencing severe financial hardships that prevent him or her from paying back full indebtedness.

Appendix A: Definitions

TERM	DEFINITION
Co-Signer	A party that is obligated to repay the loan. A Co-signer assumes only personal liability and
	has no ownership interest in the property.
Eligibility Income	See Section 2.07. Any of several different types
	of earned or unearned income claimed by the
	Borrower. Types of income include but are not
	limited to: Base Pay, Variable Income, Income
	resulting from Self-Employment or a Business,
	Income from Assets, Government Transfer
	Payments, Insurance Benefits, etc.
Individual Commitment	A specific legal commitment of funds with
	specific terms and conditions for use by a
	specific Borrower(s) purchasing a specific
	property.
Master Servicer	The company selected by Minnesota Housing
	to be the master servicer for the Mortgage
	Revenue Bond Mortgage Backed Securities
	Program.
New Construction/	New construction or a newly constructed
Newly Constructed	residence refers to a residence, which has
Residence	either not been previously occupied or was
	completed within 24 months preceding the
	date of the home mortgage loan and was not
	subject to previous financing with a term
	greater than 24 months (i.e., a contract-for-
	deed, mortgage, or bridge loan).
Principal Residence	A property used as the primary domicile of the
·	owner-occupant Borrower and his/her
	household.
Qualified Homebuyer	Qualified Homebuyer Education is homebuyer
Education	education completed in a classroom setting by
	organizations that have had staff trained under
	Home Stretch or NeighborWorks America.

Appendix B: Forms List

Monthly Payment Loan Note, if applicable Monthly Payment Loan Mortgage, if applicable